

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 42. AMENDMENT/MODIFICATION NO.
A0393. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ NO

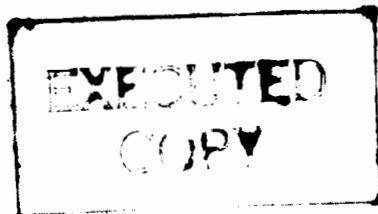
5. PROJECT NO

ISSUED BY
U.S. Department of Energy
Office of Civilian Radio Active Waste
Management
P.O. Box 364629
Las Vegas, NV 89036-8629

CODE

7. ADMINISTERED BY (if other than Item 6) CODE
U.S. Department of Energy
Office of Civilian Radio Active Waste
Management
P.O. Box 364629
Las Vegas, NV 89036-8629

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

Bechtel SAIC Company, LLC
1180 Town Center Drive
Las Vegas, NV 89144

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
X DE-AC28-01RW1210110B. DATED (SEE ITEM 13)
11/14/00

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required):

(See attached Approved Funding Program Numbers 7, 8, 9 and 10 for FY 2003)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- () A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X Pub. L. 95-91, DEAR 970-5204-15, Obligation of Funds (MAY 2000)
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. X is required to sign this document and return 3 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
(See attached pages)

Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)

Donald W. Pearman, Jr.
Vice President & Deputy General Manager

16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Birdie Hamilton-Ray
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

1/24/03

(Signature of Contracting Officer)

1/30/03

The purpose of this modification is to incorporate FY 2003 AFP Number 7.8.9 and 10; to incorporate the Small business Subcontracting Plan for FY 2003; and to incorporate a revised section J. Appendix D - Key Personnel.

Contract No. DE-AC28-01RW12101 is hereby modified as follows:

1. Clause B.3. ESTIMATED COST AND FEE, paragraph (b), is revised to reflect an inter-intra office transfer of (\$10,223,000), an increase of \$3,800 in WAD BSC Support to BN, and an increase of \$150,000 in IWO MOYMPCD11.
2. As a result of the aforementioned revision per Clause B.3. ESTIMATED COST AND FEE, paragraph (b)(2), there is a net decrease in the estimated cost of (\$10,069,200). Therefore, the estimated cost for fiscal year 2003 is revised from \$256,758,680 to \$246,689,480. The total contract value inception-to-date is decreased from \$605,573,417 to \$595,504,217.

Accordingly, Clause B.3 is revised as follows:

(b) The estimated cost of the specified contract period, exclusive of the base and award fees, if any, is as follows:

Estimated Cost

Contract Period: October 1, 2002, through September 30, 2003

Contract Line Items

Summary of Direct Costs

| | | |
|-------------------|--|---------------|
| I. | Mission | |
| a. | Yucca Mountain (YMP0003 Rev. 00) | \$238,400,000 |
| b. | Acceptance Transportation and Integration (ATI0003, Rev. 00) | \$8,622,000 |
| c. | Program Management & Administration (PMA0003, Rev. 00) | \$2,338,000 |
| d. | Information Management (IM00003, Rev. 00) | \$3,991,000 |
| e. | Plutonium Disposition | \$0 |
| f. | Quality Assurance (QA00003, Rev. 00) | \$12,800,000 |
| g. | IWO 98IDSNF06 | \$159,000 |
| h. | IWO NVA0800 | (\$63,320) |
| i. | IWO NV900101 | \$0 |
| j. | BSC Support to BN | \$3,800 |
| k. | Safeguards & Security | \$0 |
| l. | Cost Reduction and Systems Enhancements (CRSE003, Rev. 00) | \$1,000,000 |
| m. | IWO MOYMPCD11 | \$150,000 |
| Total FY 2003 WAD | | \$267,400,480 |

| | | |
|-------------------------|---|---------------|
| | Inter/intra-office transfers during FY03 | (20,711,000) |
| II. | Construction Programs | \$0 |
| III. | Administration | |
| | a. Lease Termination Liability Reductions | \$0 |
| FY 2003 Estimated Costs | | \$246,689,480 |

Prior Contract Periods

| | |
|--|----------------|
| November 14, 2000 through September 30, 2001 | \$156,714,804 |
| October 01, 2001 through September 30, 2002 | \$ 192,099,933 |

Grand Total Estimated Costs (inception-to-date) **\$595,504,217**

3. This modification implements changes in contract funding pursuant FY 2003 AFP numbers 7, 8, 9 and 10. The AFP appears as Attachment 1 to this modification. The AFP stipulates the appropriate budget and reporting code distribution of the incremental funding identified below. The following is a summary of funding changes in the AFP:

| <u>AFP No.</u> | <u>Activities</u> | <u>Amount</u> |
|----------------|------------------------------|------------------|
| 7 | Incremental Funding | -0- |
| 7 | Inter/Intra Office Transfers | (\$9,223,000.00) |
| 8 | Incremental Funding | -0- |
| 8 | Inter/Intra Office Transfers | -0- |
| 9 | Incremental Funding | \$3,999,200.00 |
| 9 | Inter/Intra Office Transfers | \$3,800.00 |
| 10 | Incremental Funding | \$12,000,000.00 |
| 10 | Inter/Intra Office Transfers | (\$850,000.00) |
| Total | | \$5,930,000.00 |

In accordance with changes in AFP numbers 7, 8, 9 and 10, funds in the amount of \$5,930,000.00 are hereby obligated to the contract. The total amount of obligated funds from contract inception-to-date is therefore increased from \$432,189,000 by \$5,930,000.00 to \$438,119,000. Therefore, Clause B.2, OBLIGATION OF FUNDS, is revised to read as follows:

Pursuant to the clause entitled, "Obligation of Funds", total funds in the amount of \$438,119,000, have been allotted for obligation and are available for payment of allowable costs and any fees to be incurred from the effective date of this contract through the period estimated to end March 31, 2006.

4. Part III, Appendix C, Small Business Subcontracting Plan is replaced in its entirety with the FY 2003 Small Business Subcontracting Plan, accepted by Birdie Hamilton-Ray, Contracting Officer, on 12/12/2002. The FY 2003 Subcontracting Plan is Attachment 2 to this modification.

Contract No. DE-AC28-01RW12101

Modification A039

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5. Part III of the contract, Section J, Appendix D – Key Personnel: Replace the appendix with the revised appendix, which appears as Attachment 3 to this modification. Kennon G. Hess, President and General Manager, is replaced by John T. Mitchell and delete Don Beckman.

6. Except as provided herein, all terms and conditions of the document referenced in 10A of the Standard Form 30, as heretofore changed, remain unchanged and in full force and effect.